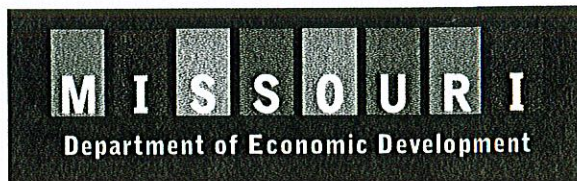


SB

Jeremiah W. (Jay) Nixon
Governor



David Kerr
Director

April 14, 2010

The Honorable Charles Korman
Presiding Commissioner, Montgomery County
211 East Third
Montgomery City, MO 63361

Re: Montgomery County (2008-DI-08)

Dear Commissioner Korman:

Please find enclosed one copy of the executed grant agreement, which has been returned for your files.

Cost for activities exempt from the environmental review may be incurred as of the first date of the contract period. These costs must be in accordance with procedures established by the state.

Whenever you need assistance and or have questions, please feel free to contact your field representative at 573/751-3600.

Sincerely,

A handwritten signature in black ink, appearing to read "Andy Papen".

Andy Papen
Compliance Manager
Business & Community Services

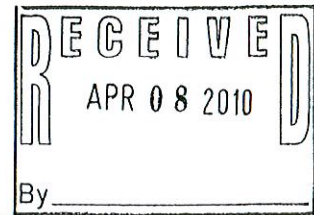
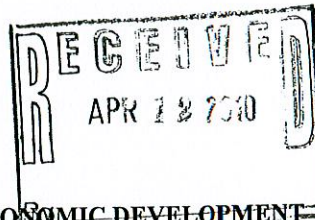
AP/rd

Enclosure



**MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FUNDING APPROVAL**

under Title I of the Housing and Community Development Act of 1974 (Public Law 93-383) as amended.



1. NAME AND ADDRESS OF GRANTEE Montgomery County 211 East Third Montgomery City, Missouri 63361						9. PROJECT DESCRIPTION (indicate specific scope of each activity, regardless of funding source) Project, in partnership with MoDOT, will construct a new Highway 19 overpass at the railroad. Highway currently goes under the railroad and is frequently flooded during heavy rains. No construction or acquisition activities, regardless of funding source, may commence prior to the completion of the CDBG environmental review and the issuance of the Authority to Use Grant Funds.			
2. PROJECT NUMBER 2008-DI-08		3. SEN. DIST. 16		REP. DIST. 99					
4. POPULATION 11,355		5. NO. OF BENEFICIARIES 11355p/4775f							
6. GRANT AWARD DATE 02/09/10		7. GRANTEE FYE DATE 12/31							
8. MAXIMUM CDBG GRANT AMOUNT AWARDED \$2,250,000									
NATIONAL OBJECTIVE: Urgent Threat									
LMI PERSONS: N/A LMI FAMILIES: N/A									
PROGRAM ACTIVITY	ACT. NO.	DRGR ACT #	REQ. ENV. REV.(1)	TOTAL	CDBG FUNDS(2)	MATCHING FUNDS			
						RECIPIENT CASH	IN-KIND	PRIVATE	OTHER STATE/FED
DB-Street Administration	13 35	DI-MON19 DI-MON35	Y N	\$ 6,445,122 \$ 54,878	\$ 2,195,122 \$ 54,878				\$ 4,250,000
<i>Davis Bacon applies where specified by the initials DB</i>									
TOTAL				\$ 6,500,000	\$ 2,250,000	\$ 0	\$ 0	\$ 0	\$ 4,250,000
<small>(1) Funds for activities that are conditioned subject to an environmental review may not be incurred or obligated until a written "Notice of Removal of Grant Conditions" is issued by DED.</small>									
<small>(2) This column represents the maximum amount of CDBG funds approved for each activity, except that the grantee may transfer funds between activities an amount not to exceed \$10,000 or 10% of the total CDBG allocation, whichever is less, except that administration, audit, and engineering costs</small>									
PREPARED BY Andy Papen						DATE 03/26/10			



GRANT AGREEMENT

(DED Form GA-2006)

STATE OF MISSOURI

DEPARTMENT OF ECONOMIC DEVELOPMENT

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

This grant agreement is made by and between the State of Missouri, Department of Economic Development (DED), herein called "the State" or "DED", and the County herein called the "Grantee", pursuant to the authority of Title I of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended, herein referred to as "The Act" and commonly referred to as the Community Development Block Grant Program (CDBG). The Grantee's submissions (including "Assurances") for CDBG assistance, Department of Housing and Urban Development (HUD) regulations at 24 CFR Part 570, the State's FY-2009 "Consolidated Plan", the State's FY-2009 CDBG Administrative Manual and the State's FY-2009 CDBG Program Guidelines (as now in effect and as may be amended from time to time), which are incorporated by reference, together with the DED Funding Approval form, and any special conditions, which are hereto attached, constitute part of this Agreement.

In reliance upon and in consideration of the mutual representations and obligations hereunder, the State and the Grantee agree as follows:

- (1) Subject to the provisions of this Grant Agreement, the State will make the funding assistance for Federal fiscal year 2008 specified in the attached DED Funding Approval form available to the Grantee upon execution of the Agreement by the parties. The obligation and utilization of the funding assistance provided is subject to the requirements for a release of funds by the State under the Environmental Review Procedures at 24 CFR Part 58 for any activities requiring such release.
- (2) The Grantee agrees to assume all of the responsibilities for environmental review, decision making and actions, as specified and required in Section 104(g) of the Act and published in 24 CFR Part 58.
- (3) The Grantee agrees to comply with all applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601), Sections 104(d), 104(k) and 105(a)(11) of the Act.
- (4) The grantee agrees to comply with the lead-based paint hazard control laws and regulations specified in Title X of the Housing and Community Development Act of 1992, implementing regulations at 24 CFR Part 35, State statutes governing the licensing and conduct of persons addressing lead paint at Sections 701.300 – 324 of RSMO and implementing Work Practice Standards at 19 CSR 30-70; and compliance with OSHA regulations at 29 CFR 1926.
- (5) The Grantee agrees to accept responsibility for adherence to this Agreement by subrecipient entities to which it makes funding assistance available.
- (6) The Grantee agrees that any and all such amount of local funds or in-kind (force account) services or materials indicated in the attached Funding Approval form shall be equal to or greater than the amount indicated.
- (7) The Grantee agrees that any proposed construction-related activity budget variances (from the Funding Approval form) in excess of 10% of the amount of this Agreement or \$10,000 (whichever is a lesser amount) shall be approved by DED in writing prior to an obligation of funds for such activity; however, any variance shall be approved by the Grantee's governing body in advance of an obligation of such activity. No variance is allowed for non-construction activities such as administration, engineering, audit, and inspection, unless approved by DED.
- (8) The Grantee agrees to complete the project in its entirety as indicated in the Funding Approval form unless amended in writing by agreement of all parties.
- (9) The Grantee agrees to comply with all requirements imposed by the State concerning special requirements of law, program requirements, and other administrative requirements, including, but not limited to, the requirement that a grant recipient must repay to the State, upon sale of the CDBG-funded real property to a non-eligible entity, a pro-rata portion of the proceeds of the sale, as set forth in the CDBG Administrative Manual.
- (10) The Grantee agrees that any CDBG funds remaining from the allocation indicated in the Funding Approval form after the project has been completed shall be returned to DED if they have been drawn to the Grantee's local depository, or cancelled if such funds have not been drawn.
- (11) The Grantee agrees to comply with OMB Circular A-133, which governs the auditing requirements of these grant monies in accordance with the Single Audit Act of 1984, and to provide DED with all required audits. The CFDA # is 14.228.
- (12) The Grantee agrees that State and HUD officials shall have full access to any documents or materials relating to this Agreement at any reasonable time.
- (13) The Grantee agrees that all funds received under this Agreement shall be held and used by the Grantee for the purpose of accomplishing the project only and none of the funds so held or received shall be diverted to any other use or purpose.
- (14) The Grantee agrees that any material prepared by the Grantee or persons or firms employed or contracted by the Grantee shall not be subject to copyright, and the State shall have the unrestricted authority to publish, disclose, distribute or otherwise use, in whole or in part, any reports, data or other material prepared under this agreement.
- (15) The Grantee agrees to comply with the terms of the DED conflict of interest policy.

- (16) The Grantee agrees that any approval of contracts, sub-contracts, material or service orders, or any other obligation by the Grantee or its agents shall not be deemed an obligation by the State, and the State shall not be responsible for fulfillment of the Grantee's obligations.
- (17) The Grantee agrees to comply with the citizen participation requirements set out in Section 104(a) of the Act, including the State's written Citizens Participation Plan in accordance with Section 508 of the Housing and Community Development Act of 1987.
- (18) The Grantee agrees to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144 and also agrees to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- (19) Any Grantee receiving over \$100,000 in CDBG funds agrees to carry out the terms of the "Certification Regarding Government-Wide Restriction on Lobbying" attached hereto and made a part hereof by signing same.
- (20) The Grantee agrees to comply with the policies and procedures set forth in Executive Order 96-03 for the protection of Missouri's wetlands.
- (21) The Grantee agrees to obtain and comply with all relevant state and/or federal permits and licenses related to construction and operation of any development activity funded with CDBG. The Grantee agrees and understands that copies of those permits and licenses shall be made available to CDBG, DED, or HUD at request. The Grantee acknowledges that a lack of any such applicable permit or license may restrict access by the Grantee to the grant funds made available by this Agreement.
- (22) In the event that the State or an audit has determined that the Grantee has failed to comply with this Agreement, the Grantee shall perform remedial actions to correct the deficiency, as determined by the State, which may include:
 - (a) Repayment or reimbursement of CDBG funds spent inappropriately to the State or the local CDBG fund (at DED's discretion);
 - (b) The return of CDBG funds deposited at the Grantee's local financial institution to the State;
 - (c) The return of any equipment, materials or supplies purchased, leased or lease purchased using CDBG funds to DED or the supplier;
 - (d) Other actions as the State deems appropriate.

Such actions shall be performed by the Grantee in the time period specified by the State in writing to the Grantee. The State may refuse requests for CDBG funds by the Grantee or other actions as the State deems appropriate to ensure proper performance of the terms of this agreement.

- (23) The State may terminate this agreement in whole or in part, at any time before the date of completion, whenever it is determined by the State that the Grantee has failed to comply with the conditions of this Agreement. The State shall notify the Grantee in writing of the determination and the reasons for the termination, together with the effective date. The Grantee shall not incur new obligations for the terminated portion after the effective date of the revocation of the Agreement, and it shall be the Grantee's duty to cancel all outstanding obligations that are legally possible.
- (24) The State and Grantee each binds himself to his successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this agreement.
- (25) The State agrees that it may at any time, in its sole discretion, give any consent, deferment, subordination, release, satisfaction, or termination of any or all of the Grantee's obligations under this Agreement, with or without valuable consideration, upon such terms and conditions as the State may determine to be (a) advisable to further the purpose of the project or to protect the State's financial interest therein, and (b) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it was made.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year indicated in the Funding Approval form.

GRANTEE (CITY/VILLAGE/COUNTY):

TYPED NAME: Charles W. Korman

SIGNATURE  4-01-10
 CHIEF EXECUTIVE OFFICER DATE


(City Mayor, Village Board Chairman, or
 Presiding County Commissioner)

STATE OF MISSOURI

TYPED NAME:

SIGNATURE  4-13-10
 Sarah Schuette, Director of Administration DATE
 DEPARTMENT OF ECONOMIC DEVELOPMENT

TYPED NAME: Pamela A. Carter

SIGNATURE  4-1-10
 ATTEST (City, Village, or County Clerk, or DATE
 other official of the Grantee)

NOTE: THE GRANTEE'S SEAL MUST BE AFFIXED OVER THE GRANTEE'S SIGNATURES. IF NO SUCH SEAL EXISTS, IT MUST BE PROPERLY NOTARIZED. THREE COPIES WITH ORIGINAL AND TYPED SIGNATURES ARE REQUIRED.